



MH STRATEGIES HOMES **HOUSE RULES**

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Royal American

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I. HOUSE RULES - GENERAL INFORMATION

Memphis Family Community (hereinafter “Owner”) carries with it a pride of belonging to an active community. This property was converted from public housing to a PBV and PBRA Section 8 housing community by Memphis Housing Authority (hereinafter “Housing Authority”). Every effort has been made and will continue to be made to make your home pleasant and comfortable. In exchange for rental payments, each resident is entitled to the use and enjoyment of their apartment in a peaceful, quiet, and private environment. Your support and cooperation as a resident are of utmost importance. The observance of these policies will help maintain our high standards of living. The policies are not meant to infringe on the rights of any one resident, but rather to protect the rights of all residents, the owners, the management agent, and the community. The owner reserves the right to amend these house rules at any time with reasonable notice to the residents.

Routine problems should be reported to the office during business hours. In case of emergencies and suspicious activity, call 911.

The following House Rules are an attachment to the lease and are a legal part of the lease. The rules were designed to ensure that residents are allowed to enjoy their home in peace and quiet comfort. These rules apply to all residents, residents’ household members, as well as their guests, visitors, and their service providers (herein sometimes referred to collectively as “visitors”). Unless expressly stated otherwise, the House Rules apply to all units in the property receiving project-based rental assistance (PBRA) through the Rental Assistance Demonstration (RAD) program and to all units receiving non-RAD project-based voucher (PBV) assistance.

Residents and members of resident’s household (hereinafter collectively called “Resident”), and their visitors, shall obey and comply with all state and federal laws, and city ordinances, and shall abide by all rules and regulations adopted by the Department of Housing & Urban Development (HUD), the owner and management.

If a provision of this agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the legality, validity, or enforceability in that jurisdiction of any other provision of these House Rules and shall not affect the legality, validity, or enforceability in other jurisdictions of that or any other provision of these House Rules.

Please contact the property management staff if you need help understanding this document.

Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento. (Spanish)

Por favor contate o escritório de gerência se deve ajudar entendimento este documento. (Portuguese)

Souple kontakte Biwo jesyon a si w bezwen èd pou konprann dokiman sa a. (Haitian Creole)

Vui lòng liên hệ với nhân viên quản lý chỗ nghỉ nếu quý khách cần trợ giúp để hiểu rõ tài liệu này. (Vietnamese)

Пожалуйста, свяжитесь с персоналом управления недвижимостью, если вам нужна помощь в понимании этого документа. (Russian)

如果您需要了解本文档的帮助, 请联系物业管理人員。(Chinese)

このドキュメントの理解に関するサポートが必要な場合は、プロパティ管理スタッフにお問い合わせください。(Japanese)

دنتسمل اذه مهف يف دعامسم ىلا ةجاحب تنك اذ راقعلا ةرادإ قيرفب لاصتلا ىجري (Arabic)

II. COMMUNITY STANDARDS OF CONDUCT

The owner and property staff (which includes the owner's, management's and Housing Authority's employees, agents, independent contractors, and service providers) strive to maintain a pleasant, safe, and comfortable environment for residents. In consideration of this, all residents and their visitors will refrain from any conduct that would interfere with the rights of other residents to the peaceful enjoyment of the premises.

Residents and their visitors are expected to dress appropriately when outside of individual apartments including the management office, hallways, laundry rooms, lobbies, community rooms, playgrounds, and other common areas.

The owner and property staff reserve the right to refuse to conduct business with anyone who is verbally abusive, swears, is disrespectful, makes threats, uses discriminatory language, appears to be intoxicated or under the influence of alcohol or drugs.

Residents named on the lease are responsible for the actions and conduct of their household members, guests, visitors, and service providers hired by the residents while such people are in the apartment and on the property.

Residents understand and acknowledge that surveillance cameras may be installed throughout the property. Cameras may be present in the management office, in common areas and in other areas throughout the property, and therefore you should have no expectation of privacy other than in your own unit. Any communication, including but not limited to calls/texts/emails made to the management office or to property staff devices, may be monitored and recorded. By signing this agreement, you are consenting to such monitoring and recording.

III. RENT & OTHER PAYMENTS

- **RENT**

For RAD PBRA units and non-RAD PBV units, rent will be 30% of your adjusted gross income, as summarized on the HUD Fact Sheet, "How Your Rent Is Determined". The tenant paid portion of the rent will be calculated by Memphis Housing Authority and verified with Management.

Residents who currently pay less than 30% of income (flat rents) will experience a rent increase phased in over no more than three (3) years. If your income decreases, you have a right to request an interim recertification and an adjustment in your rent. Memphis Housing Authority site staff should be notified of these changes.

Rent is due on or before the first (1st) day of the month and a late fee of \$25.00 will be assessed after the 5th day of the month. If the 5th of the month falls on a weekend or holiday, rent must be paid on the prior business day. These late fees will be assessed in accordance with the terms of the lease.

All rent payments can be paid online or by e-money.

A \$35.00 fee is assessed for each check returned by your bank for any reason. However, after your second returned check, your checks will no longer be accepted for rent payment. You will be required to make future payments by cashier's check, bank check, or money order.

Payments made regarding rent will be applied to the oldest rent balance due. All other types of payments received will be applied to the oldest balance due.

Other payments due on the first (1st) day of the month include any cable, maintenance, air conditioning, excess utility, repayment agreement installments and any past due charges that may be assessed to your unit.

Late payments of rent can result in termination of the lease and eviction.

- **SECURITY DEPOSITS**

A security deposit is required for all new residents whose occupancy begins upon execution of the lease agreement. The fully refundable security deposit will be no more than the equivalent of one month's rent. At the time of the initial execution of the lease, the owner will require each family to pay a security deposit in an amount equal to one month's Total Tenant Payment or \$50 whichever is greater. The family is expected to pay the security deposit from its own resources and/or public sources. The owner may collect the security deposit on an installment basis.

- **NON-WAIVER RIGHTS AND CLAIMS**

After owner gives notice of termination of the Lease, notice to vacate, or files a suit for rent and possession or unlawful detainer, owner may still accept rent or other sums due without waiving or diminishing owner's statutory or contractual rights to terminate the lease, evict the resident, and/or pursue other legal remedies. Acceptance of monies at any time will not waive owner's right to seek past or future rents, other payments, late fees, damages, or other sums due.

- **NOTIFICATION REQUIREMENTS FOR CHANGES IN INCOME OR FAMILY COMPOSITION**

To ensure that assisted residents pay rents commensurate with their ability to pay, residents must supply information requested by Memphis Housing Authority (or HUD) for use in an interim recertification of family income and composition in accordance with HUD requirements. All residents should notify Memphis Housing Authority and the Management Agent when:

- Family Composition Changes:
- A family member moves out of the unit.
- The family proposes to move a new member into the unit.
- Except for newborns, the request to add a new member to the lease must be submitted and approved BEFORE the person is allowed to move into and reside at the property

- Failure to notify management of the above changes is considered a material lease violation. All household members must be eligible and must meet current screening requirements to be approved to move into the unit.

Income Changes:

- An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment; or
- The family's income cumulatively increases by \$200 or more per month.

All changes in family composition shall be reported to Management and the Memphis Housing Authority by the residents at least ten (10) calendar days before the change, except for newborns, which shall be reported by the residents within at least ten (10) calendar days after bringing the newborn home.

All changes in income shall be reported to the Management and Memphis Housing Authority within ten (10) calendar days of the effective date of each such change. Residents will be asked to provide verification of the change.

Any rent increase payable by tenants resulting from any change shall take effect on the first day of the month immediately following the date of such change, regardless of when the resident gives notice of the change. The residents will be responsible for returning any assistance paid in error since the owner must return assistance paid in error to HUD.

A change which causes a rent decrease will result in a rent adjustment effective the first day of the month following the date upon which the resident gives notice of the change to management and to the Housing Authority Section 8 department. In accordance with HUD rules, the reduction in rent will NOT be retroactive.

IV. HEALTH AND SAFETY

- **SMOKE FREE HOUSING POLICY**

Smoking of any kind or of any substance (including vaping) is NOT allowed in or within Twenty-Five (25) feet of any Building, Designated Smoking Areas are provided.

All units are designated as "smoke-free" units, and no smoking is allowed by anyone in any unit. Smoking is a material violation of the Lease and will be used as a ground for protection. Smoking of any illegal substance (including medical marijuana) is absolutely prohibited anywhere on the property.

- **PORTABLE OXYGEN TANKS**

Before using a portable oxygen tank, the resident agrees to become familiar with and comply with all safety precautions associated with its use.

If a portable oxygen tank is in use, residents must keep the tank at least fifteen (15) feet from any designated smoking area and/or fifteen (15) feet from where smoking is occurring. This rule also applies to proximity to other open flames such as outside barbecue grills. Because of the extreme risk to other residents, unsafe use of portable oxygen tanks and other such devices is

considered a material lease violation. Oxygen must not be stored outside the designated unit or in any common area. Residents must inform management if oxygen tanks are being used in the designated unit in order to comply with local fire codes.

- **BARBECUE GRILLS**

The storage or use of barbecue pits, hibachis or any other outside cooking appliances is prohibited on balconies, porches, storage closets or inside any building. Such items must be always kept outside at least 10 feet from any combustible wall or structure. Residents who fail to comply with these regulations will be responsible for any damages and fines assessed because of non-compliance.

- **FIRE SAFETY INFORMATION**

Fires pose a serious risk in any apartment community. Most often started through carelessness with cooking, matches, cigarettes and candles, many fires can be avoided by using caution and common sense. If a fire is started due to carelessness on the part of the residents or visitors, the resident will be financially responsible for all damages as well as any injuries caused by the fire. Resident's non-compliance with fire safety rules, regulations or ordinances may be grounds for eviction. It is important that each room in your unit must have two means of escape in the event of a fire. Therefore, all entries and exits must be kept free of clutter and not blocked in any way whatsoever.

- **FIRE PREVENTION TIPS:**

- Cooking grease should be completely cool and placed in a metal can before disposing of it in a trash receptacle.
 - Do not burn candles in your unit. This is not only dangerous, but also a lease violation.
 - Wax burners, incense burners, or similar permitted devices must be turned off or put out when a resident is not present in the unit.
 - Do not allow young children to operate the stove.
 - Properly supervise children and ensure they do not have access to matches and cigarette lighters.
 - Space heaters and extension cords are PROHIBITED. Surge protectors are allowed.

- **FREEZING WEATHER**

In the event of severe, freezing weather, management will make every attempt to post or distribute FREEZE ALERT signs. Residents should take the following precautions when there is the potential for freezing weather:

- Drip both the HOT and Cold-water faucets in the apartment until the FREEZE ALERT signs are removed.
 - Set the thermostat to 65° minimum.
 - Open closet and cabinet doors to keep plumbing fixtures and plumbing pipes in exterior walls from freezing.

In the case of an extended absence from the apartment, leave the thermostat on 65° minimum. These precautions are essential to avoid water damage to the apartment from broken pipes. If the resident fails to take these precautions, financial liability for damage may be assessed to the resident.

- **SUSPICIOUS ACTIVITY**

Every resident has a responsibility to report any suspicious behavior to the manager. Never attempt to apprehend a person committing a crime. Criminal activity should be reported to the local police department.

IN CASE OF EMERGENCY, CALL 911.

- **DRUG-FREE ENVIRONMENT**

Residents and any covered person (meaning any member of the household, a guest, or other person under the resident's control) shall not engage in drug-related criminal activity on the grounds, in the apartment building, or property common areas. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use of a controlled substance, or the possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in Section 102 of the Controlled Substance Act-21 U.S.C.K. 802). This provision includes medical marijuana as a prohibited controlled substance.

- **BULLYING, HARASSMENT AND STALKING**

The owner is determined to help create an environment that is safe and life affirming for all residents, visitors, and staff. Acts of bullying, harassment and stalking are an attack on the right to safety and respect that everyone on this property is entitled to. Residents should promptly report in writing any incident of bullying, harassment or stalking to management. Management will promptly report and investigate all incidents of bullying, stalking, and harassment and similar conduct. Similar conduct might include unlawful posting of certain information over the Internet, and invasion of privacy. Not only is such conduct inappropriate, and prohibited by HUD rules and regulations, but under some circumstances such conduct can be prosecuted as crimes under state and/or federal law.

In general terms, bullying, harassment, and stalking means engage in conduct or a course of conduct directed at a person that serves no legitimate purpose and that would cause a reasonable person under the circumstance to be frightened, intimidated, or emotionally distressed. Such misconduct includes verbal, physical, telephonic, or electronic conduct or communication that creates an intimidating, offensive, or hostile environment, or that interferes with work performance for management employees, vendors, or invitees, or which creates a similar hostile living environment for residents. Management emphasizes that residents are not required to complain first to the on-site management if management's employees are the people committing misconduct. Residents may contact the management's main office to report any incidents of such misconduct.

Bullying, harassment, stalking and similar prohibited conduct are not tolerated and, after investigation, may result in termination of assistance or termination of tenancy and eviction, and/ or criminal prosecution.

V. YOUR APARTMENT

- **TRANSFER POLICY**

Neither the owner, nor management can guarantee that your neighbor will be acceptable to you. If at any time you wish to transfer to a different apartment, you may do so at your own expense and within the transfer policy of the community as stated in the Tenant Selection Plan / Resident Selection Criteria. After the transfer is complete, the original security deposit will be credited to your new apartment, minus any charges for damages, repair, or cleaning of your previous apartment. You will be responsible for making up the difference between the original security deposit and the net deposit amount credited to your new apartment. A transfer request form must be completed and submitted by the resident to management. In addition, a Section 8 transfer request must be submitted to the Section 8 department of Memphis Housing Authority department and approved for transfer before the transfer is approved by management.

- **INSURANCE**

The owner is not responsible for damage or loss of any personal property belonging to the residents. Residents are strongly encouraged to purchase renter's insurance for personal belongings and household effects. The owner's insurance policy does not provide this protection.

- **SMOKE DETECTORS**

All apartments are equipped with at least one smoke detector, which was tested at move-in. After moving in, it is the responsibility of the resident to periodically test the smoke detector. If it needs to be repaired or replaced, please contact the management office. The smoke detectors in your apartment must always be operable.

Batteries must NOT be removed from the smoke detectors NOR may the smoke detectors be removed from the ceiling. If it is determined that a smoke detector has been tampered with or removed the resident will be financially responsible for the replacement or the repair of the smoke detector(s). Removal of the smoke detectors or the batteries is a violation of your lease agreement and could result in lease termination and eviction.

Disabling a smoke detector puts other residents at risk, is considered a material lease violation and is a city ordinance violation.

- **DOORS**

Doors of apartments must be locked during a resident's absence. Residents should always carry apartment keys while away from the unit. Management will not be responsible for personal property missing from the apartment.

Residents are not permitted to have their own locks on any door (inside or outside). Door locks installed on bedroom or bathroom doors that lock from the outside of the room are NOT ALLOWED. This is a safety hazard. Installation of additional locks or security devices must be approved in advance by the management and must be installed by a property maintenance staff member. Property staff must be able to gain access for routine maintenance and inspection

purposes and in the event of any emergency.

Under no circumstances shall a resident tamper with or prop open any door to a common area, management office, community room, etc. This includes all entry doors at all high-rise apartment complexes.

- **WINDOWS**

All windows are to be kept uniform on the exterior. Do not place aluminum foil, sheets, or other materials over windows. Screens when provided are to remain attached and not removed for any reason.

- **SANITARY CONDITIONS**

Your apartment must be kept clean, sanitary, and free from objectionable odors. No trash or other materials are allowed to accumulate which would prove hazardous or pose a health risk.

- **LOCK CHANGES**

Any resident-requested lock changes must be paid for by the resident in accordance with the owner's approved list of charges. Lock changes will be assessed and approved by Management Prior to change. Lock changes with respect to VAWA (Violence Against Women Act) will strictly adhere to state law regarding lock changes for protected tenants. Management will not charge the resident for any locks changed in relation to adherence to state law regarding the VAWA act.

- **LOCK OUTS**

During business hours, there will not be a service charge for the residents to gain entry to your unit following the first lockout. For the second lockout (and all subsequent lockouts) and during business hours a charge will be assessed. However, if a lock change is required, the resident will be charged the cost of the lock change. There is a lockout fee for requests after hours, including weekends and holidays (refer to the owner's approved list of charges). Doors will not be unlocked for any person not listed on the lease. Proper identification must be provided at the time of emergency response. Any damage to your unit or common areas caused by efforts to gain entry to your apartment will be your responsibility, and failure to pay may be grounds for lease termination and eviction.

- **KEYS**

Only residents on the lease agreement are allowed to possess keys to the designated unit or designated areas within the property. One set of keys will be issued to each resident 18 years of age or older. Management may issue second key/key card for caregivers or relatives upon written requests of residents. Additional keys may be charged to the residents at cost, and management reserves the right to deny a request for additional keys.

Upon termination of the lease, resident agrees to return all keys to management. Management may charge the resident the replacement cost for each key not returned. In addition, management reserves the right to change a lock at resident's expense if all keys are not returned key replacement will be assessed at the actual cost for each key/key card.

- **MAIL/MAIL KEYS**

Lost or stolen mailbox keys can be replaced at a cost of \$7.00 per key and \$1.00 to replace the mailbox lock. Management will not be responsible for any mail or package delivered to the premises for a resident.

- **APPLIANCES**

All units are equipped with a refrigerator/freezer and stove/oven. Depending on the unit, additional appliances may be included and will be notated accordingly on the move-in inspection form. All appliances must be kept clean and only be used as they are intended to be used. For example, ovens are not to be used as heaters or storage areas.

No owner-provided equipment and/or appliances may be replaced, moved, or removed from the apartment. All provided equipment and appliances must be permanently retained in the original location.

Appliances may not be installed or stored on patios, balconies or other areas intended for the private use of the residents. Residents are not permitted to repair any major appliance belonging to the owner. If an owner-provided appliance is not working properly, the resident should notify the property management office.

If a resident attempts to repair an appliance and such attempts damage the appliance, the resident will be charged for repair or replacement of the appliance. Such charges must be paid within thirty (30) days of notice.

- **RESIDENT-OWNED APPLIANCES**

If a resident wishes to add an additional appliance the resident must receive written approval from management before installation. Window unit air conditioners are not allowed.

All residents-owned appliances must be in good working condition and authorized for use by management. Appliances must not pose any safety or fire hazard and must not cause any violations to physical inspection protocols. All resident-owned appliance connections must be conducted by a member of the property maintenance team. Ice makers must be approved and connected by appropriate maintenance personnel. Maintenance staff is not responsible for performing repairs or maintenance on any resident-owned appliances.

- **UTILITIES**

Necessary utilities such as gas, electricity, water, etc. must be always kept in service to the apartment during the lease term. Where applicable, service must be established in resident's name at the time of the signing of the lease.

In those developments where utilities are owned and furnished by a local utility company, an allowance for utilities shall be established, appropriate for the size and type of apartment. By the date of Lease commencement, and not later than move-in, the resident shall establish account(s) with the local utility company(s) for the apartment in the name of an adult resident member of the apartment. If the resident delays in getting the utilities turned on in their name or causes the utilities to be transferred back to the owner's name before vacating

the apartment, the resident will be liable for the actual cost of utilities used while the utility should have been connected in their name and such costs will become due and collectible ten (10) business days after written notice are provided to the residents.

Failure to maintain the utilities in the resident's name will be grounds for termination of the lease. The Total Tenant Payment is less than the Allowance for Utilities equals the resident rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the owner will pay a Utility Reimbursement each month directly to the utility provider.

Resident acknowledges that HUD rules and regulations require that the owner periodically gather utilities cost information to accurately determine the appropriate utility allowance for each unit type. Residents will provide copies of monthly utility bills to the owner or will sign necessary releases for the owner to gain access to and provide required information to HUD or HUD's agents.

- **PORCHES, PATIOS, AND BALCONIES**

To ensure clean, uncluttered unit exteriors, it is the resident's responsibility to adhere to the following restrictions regarding what may be placed in your patio and front porch areas. Patio furniture may consist of:

- Patio Chairs
- A Small Patio Table
- Small Potted Plants
- All Items Must Be Intended For Outdoor Use And Proportionate In Size To Your Patio.

Since the appearance of patios, porches, and balconies affect the appearance of the community, patios, porches, and balconies may not be used for the storage of trash, boxes, tires, auto parts, broken furniture, appliances, aluminum cans, exercise equipment, etc. Management reserves the right to monitor the decor and appearance of your patio, porch, or balcony. Laundry shall not be placed on the patio, balcony, or porch areas to dry.

Residents with inappropriate items on their porch, balcony, or patio will receive a written warning to remove the items. Residents will have 48 hours after the warning has been provided to remove any items that the management staff deem as a violation of the policy.

If management staff observe any items that pose an immediate risk to health and safety, residents will have 24 hours after the warning has been provided to remove the dangerous items. If the items are not removed in accordance with the warning notice, maintenance staff will remove and dispose of them not in accordance with the warning notice, maintenance staff will remove and dispose of them.

If management staff observe any items that pose an immediate risk to health and safety, residents will have 24 hours after the warning has been provided to remove the dangerous items. If the items are not removed in accordance with the warning notice, maintenance staff will remove and dispose of them.

Bicycles can be stored ONLY if storage does not cause obstruction to windows or doors. Bicycles must be in good working condition. Rusty, broken or otherwise inoperable bicycles must be removed and disposed of by residents.

No shopping carts are to be stored or left on property or in units unless your manager has a designated area for storage of shopping carts.

- **SATELLITE DISHES**

Residents must request written permission from management before scheduling the installation of a satellite dish. Installation instructions will be provided to meet community and local code requirements. Additional satellite addendums will require execution before installation of satellite dishes.

- **MOTORIZED WHEELCHAIRS/SCOOTERS**

Residents must operate wheelchairs and scooters in a manner and at a speed not to endanger others who are walking or standing in the common areas of the property. They must be always stored inside the residents' apartment and not in hallways, breezeways, etc. The residents will be responsible for any damages to common property or people as a result of negligence or their inability to operate properly their motorized wheelchairs or scooters.

- **ALTERATIONS TO THE INTERIOR AND EXTERIOR**

Residents are not to make repairs or alterations or install any equipment to the interior or exterior of the unit without the prior consent from management. Satellite dishes are prohibited. Only those items that are freestanding and not attached may be used, such as freestanding shelves, lamps and other items which do not damage the walls or other surfaces. Please use the following guidelines when decorating your home:

- All window coverings are provided by owner and must be kept in use as intended. When viewed from the outside, all windows must show white or light background.
- Holiday decorations are allowed but must be removed no later than two weeks after the holiday. Spraying snow on windows or door screens is not permitted.
- Residents are responsible for any damage caused by their waterbeds.

- **EXTERMINATION / PEST CONTROL**

All apartments receive weekly quarterly management. Extermination will be scheduled for the next available date. The exterminator will require the resident's full cooperation to be effective. If this service is refused, the resident will be in violation of the lease. Residents will be charged an additional fee if infestation is due to poor housekeeping and more than the weekly service is required.

- **BED BUGS**

Resident hereby agrees to prevent and control possible bed bug infestation in the apartment by adhering to the following list of responsibilities:

- Housekeeping. Resident shall properly maintain sanitation upkeep, clutter reduction, and trash removal from the apartment.
- Used Furniture. Resident shall avoid bringing used or discarded bed frames, mattresses, box springs, or upholstered furniture into the apartment.
- Duty to Report. Resident shall report any evidence of or sightings of bed bugs immediately to the management. Even a few bed bugs can rapidly multiply to create a major infestation that can spread to other units. After receiving a report of bed bugs, the management will respond promptly.
- Access for Inspection. Resident shall allow management and pest control agents access to the apartment at reasonable times to inspect for and/or treat bed bugs.
- Mandatory Cooperation. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested management will contact a pest management professional to inspect and eradicate the problem.

Bed Bug Treatment. In the event of a bed bug issue, Resident agrees to comply with the "Bed Bug Treatment Policy" provided at move-in.

As long as residents notify the property staff in a timely manner and as long as residents fully and properly participate in all inspection and eradication procedures, cost of treatment is the responsibility of the property owner. However, cost to replace any items that must be discarded and cost to clean personal items will be the responsibility of the resident.

Failure to notify management or failure to fully and timely participate in the inspection or eradication procedures is grounds for immediate termination of tenancy. For more information, please refer to the owner's Bed Bug Treatment Policy provided at move-in. Non-compliance with this provision or the Bed Bug Treatment Policy may serve as grounds for lease termination and eviction

- **ASBESTOS**

Asbestos is a compound of natural fibrous minerals that has been used commercially for decades because of its strength, durability, fire retarding capability, and resistance to wear. In most dwellings built before 1981, asbestos was commonly used in construction materials. Asbestos Containing Materials, (ACM) may have been used in the original construction of the Premises prior to the enactment of federal laws that limit asbestos in certain construction materials. Exposure to asbestos fibers may create a health hazard, including risk of lung disease and cancer. State and Federal laws require notification to residents and occupants of buildings containing materials that have been identified as health hazards. In an effort to provide high quality management services and in conjunction with energy renovation activities, a recent evaluation has determined that ACM have been found in limited areas of the community. According to a survey conducted by a licensed environmental consultant, no asbestos was detected in the majority of building materials tested. The areas found to contain ACM are generally in good condition and do not indicate any immediate need for asbestos

removal. Because no survey is fully comprehensive, the possibility exists that ACM may be present in other areas of the Premises. Residents may request from management more information about ACM in their unit and/or community.

The United States Environmental Protection Agency ("EPA") has determined that the mere presence of ACM does not pose a significant health risk to residents and that these materials are safe so long as they are not dislodged or disrupted in a manner that causes the asbestos fibers to be released. State and Federal law does not require that intact asbestos materials be removed. Instead, the law simply requires that reasonable precautions be taken to minimize any disturbance or damage to those materials. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne.

Residents, household members and guests shall not take or permit any action which in any way damages or disturbs the dwelling unit, or any part thereof, including, but not limited to, the following actions:

- Do not drill holes in walls, ceilings or floors.
- Do not hang plants or other objects from the ceilings.
- Do not disturb or detach insulation behind the walls or ceilings.
- Do not sand or remove any floor tiles.
- Do not attempt to clean or vacuum suspected ACM.

Notify management immediately if you notice any disturbance, damage, or debris to any material that you suspect may contain asbestos. Residents shall notify management regarding holes of one-quarter inch or larger in wallboard or ceilings, or crumbling or peeling of wallboard, tile, or ceiling materials. Further, the residents must promptly report any ceiling leaks or disturbances to the Management office.

- **MOLD**

To minimize the occurrence and growth of mold in the apartment, the resident hereby agrees to the following:

- **Moisture Accumulation.** Resident shall: remove any visible moisture accumulation in or on the apartment, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in the kitchen and bathroom when necessary; and keep climate and moisture in the apartment at reasonable levels.
- **Notification Requirements.** Resident shall promptly notify management in writing of the presence of any of the following conditions:
 - A water leak, excessive moisture, or standing water inside the apartment.
 - A water leak, excessive moisture, or standing water in any communal area of development.
 - Mold or mildew growth in or on the apartment that persists after resident has tried several times to remove it with household cleaning solutions, such as disinfectants, mildew remover, or a combination of water and bleach;

- A malfunction in any part of the heating, air-conditioning, or ventilation system in the apartment.
- **UNIT INSPECTIONS**
Management may conduct a unit inspection for any of the following reasons:
 - Housekeeping Unit condition
 - Suspected lease violation
 - Preventive maintenance
 - Routine maintenance
 - There is reasonable cause to believe an emergency exists
 - Required HQS inspection - (scheduled every two years and as required for all voucher recipients).
 - UPCS inspections will be performed annually to ensure the unit is maintained in decent, safe, and sanitary conditions in compliance with state housing agency requirements if applicable.
 - Inspections by governmental agencies or ownership/syndication partners to include state monitoring agencies, financial institutions, and syndicators.

Housekeeping inspections will be conducted on a quarterly basis. If the unit inspection results in discovery that the apartment is not maintained in a decent, safe, and sanitary manner, the resident will be issued a lease violation. A re-inspection will be conducted within 10 days to confirm that the resident has complied with all requirements to abate the problem.

Three (3) Failures to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy and eviction.

Management will provide notification in writing at least 48 hours in advance of any inspection, other than in case of emergency. Residents are not required to be present for unit inspections. If it is determined by management that needed repairs went unreported by the resident and/or were caused by the resident's household and/or guests, the resident will be financially responsible for such repairs and lease violations may be issued.

- **MAINTENANCE**
It is the responsibility of each resident to promptly report any maintenance problem. Charges for damages resulting from unreported maintenance problems will be assessed to the resident.

All maintenance requests must be called in to the Management office. Maintenance personnel are not allowed to accept verbal requests from residents.

Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

Residents should report any malfunctions or maintenance requests promptly so that increased repair costs and damage to the residents and/or owner's property can be avoided.

Service and repair charges for parts and labor resulting from the resident's intentional or negligent conduct will be the financial responsibility of the resident.

The resident must allow maintenance staff access to the unit to make repairs. The owner shall have the right to temporarily and without notice turn off equipment and/or interrupt utilities to avoid damage to property or to perform repairs or routine maintenance.

- **MAINTENANCE EMERGENCIES**

Calls received after hours, weekends and holidays will be answered by an answering service and can be reached by dialing the after-hours maintenance phone number. The answering service will contact the on-duty maintenance staff, who will either call or come to the dwelling to determine the appropriate course of action. Maintenance personnel are available for maintenance emergencies 24-7, including weekends and holidays.

When conditions in the unit are hazardous to life, health or safety, the owner will make repairs or otherwise abate the situation within 24 hours. Conditions hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 50 degrees Fahrenheit
- Absence of a working central cooling system.
- Utilities not in service due to no fault of the resident, including no running hot water
- Inoperable smoke detectors
- Exterior door, window or lock broken and unable to secure apartment
- Inoperable toilet (does not apply if second toilet is available)
- Inoperable refrigerator

- **SINKS AND DRAINS**

The resident must contact maintenance if a sink or toilet is overflowing or if a clog cannot be cleared with simple plunging. Residents may not dispose of paint or other chemicals, diapers, baby wipes, sanitary napkins, paper towels, Q-tips, cigarette butts, grease, hair, or any other object in the toilet which might cause a clog and overflow. Resident shall not use drain cleaners of any kind, other than common household bleach. Maintenance charges for resident-caused toilet or sink stoppages will be the responsibility of the resident in accordance with the owner's approved list of charges.

- **SHOWER CURTAINS**

A shower curtain must be used inside the tub while showering. Water on the floor can damage tile, carpet, as well as the downstairs apartment. Residents are responsible for any damages caused by failure to properly use a shower curtain

VI. YOUR COMMUNITY

- **RESIDENT ORGANIZATIONS**

Residents have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment as well as activities related to housing and community development. A resident organization is considered legitimate if it has been established by the residents for the purpose described above, and meets regularly, operates democratically, is representative of all residents in the development, and is completely independent of owners, management, and their representatives. The definition of legitimate resident organization includes “organizing committees” newly formed by residents, and does not require specific structures, written by-laws, elections, or resident petitions.

Protected Activities. If no resident organization exists, residents and resident organizers may conduct the following activities related to the establishment or operation of a resident organization:

- Distributing leaflets in lobby and common areas.
- Placing leaflets at or under residents’ doors.
- Posting information on bulletin boards.
- Initiating contact with residents.
- Conducting door-to-door surveys of residents to ascertain interest in establishing a resident organization and to offer information about resident organizations.
- Offering Assistance for residents to participate in resident organization activities.
- Convening regularly scheduled resident organization meetings in a space on site and accessible to residents, in a manner that is fully independent of management representatives. To preserve the independence of resident organizations, management representatives may not attend such meetings unless invited by the resident organization to specific meetings to discuss a specific issue or issues; and
- In addition to these activities, residents and resident organizers may conduct other reasonable activities related to the establishment or operation of a resident organization.

Project Owner shall not require residents and resident organizers to obtain prior permission before engaging in the activities permitted in this section. If resident organizations wish to publish meeting dates in the property newsletter, they may do so with proper notification to the Project Owner.

Meeting Space Management will reasonably make available the use of any community room or other available space appropriate for meetings that is part of the PBV project when requested by:

- Residents or a resident organization and used for activities related to the operation of the resident organization; or
- Residents seeking to establish a resident organization or collectively address issues related to their living environment.

Resident and resident organization meetings must be accessible to persons with disabilities, unless this is impractical for reasons beyond the organization's control. If the project has an accessible common area or areas, it will not be impractical to make organizational meetings accessible to persons with disabilities.

Resident Organizers. A resident organizer is a resident or non-resident who assists residents in establishing and operating a resident organization, and who is not an employee or representative of current or prospective owner, managers, or their agents. Resident organizers may assist residents in establishing and operating resident organizations.

Canvassing - A resident has the right not to be re-canvassed against his or her wishes regarding participation in a resident organization.

Funding. Pursuant to RAD requirements, Owner must provide \$25 per occupied unit annually for resident participation, of which at least \$15 per occupied unit is to be provided to the legitimate resident organization at the property. These funds must be used for resident education, organizing around tenancy issues, and training activities.

In the absence of a legitimate resident organization at Project:

- HUD encourages the project owners and residents to work together to determine the most appropriate ways to foster a constructive working relationship, including supporting the formation of a legitimate residents organization. Residents are encouraged to contact the management directly with questions or concerns regarding issues related to their tenancy. management agents are also encouraged to actively engage residents in the absence of a resident organization; and
 - owners and agents must make resident participation funds available to residents for organizing activities in accordance with this notice. residents must make requests for these funds in writing to the agent. these requests will be subject to approval by the project owner.
 - Any activities conducted at the behest of the resident organization must be conducted in such a way as to comply with the Fair Housing Act and Section 504 of the Rehabilitation Act. All communications, meetings and activities must be available to all residents who wish to participate regardless of familial status, race, sex, disability, color, religion, national origin, sexual orientation, gender identity or marital status.
- **COMMUNITY ROOMS**
The primary use of the community room is for Residents and Residents' Guests. Guests must be accompanied by a Resident and under the supervision of a Resident at all times. Any Resident wanting to use the Community Room for the individual and private use must reserve the room at least one week in advance and must receive prior written approval from Management. Residents wanting to use the community room must sign a written Community Room Agreement outlining the terms and conditions of its use.

Resident groups that are not part of the regularly occurring programmed activities in the community room may reserve the community room as required for group meetings, functions, and/or activities. The Resident, who is a member of the group, must sign a written Community Room Agreement outlining the terms and conditions of its use.

Any Resident or group who has used the community room must clean the community room and return it to a neat and tidy condition immediately following the use by the resident or group.

- **NOISE**

Resident must not make or permit any noise or amplified sound that may be disruptive to neighbors and/or the community. Noise that could be considered disturbing includes, but is not limited to, incessant barking, loud music, use of power tools, cars or motorcycles with excessively loud engines, fireworks or explosives, loud parties, and shouting. Residents must conduct themselves in such a way as to ensure the quiet and peaceful enjoyment of the residence community at all times.

- **TRASH/DUMPSTERS**

Management will not allow any accumulated trash or other material that will create a hazard or that will be in violation of any health, fire, or safety ordinance. No trash or garbage accumulation is allowed in the apartment. No discarded trash, garbage, and/or household or personal item are allowed in storage areas, patios/balconies, laundry facilities, common areas, or anywhere on the property and must be placed inside dumpsters provided by the owner or the city of Memphis, Tennessee. Do not put large items such as old furniture, appliances, mattresses, etc. in or near the dumpster. The disposal company will not pick up these items. You are responsible for hauling to the dump those items too large to fit in the trash dumpsters. Under certain circumstances, the owner may provide hauling of large items; however, you must obtain permission from management before placing large items out for pick-up.

If a recycling program exists at the community, the resident is responsible for placing items that can be recycled in the appropriate recycling bins.

The placing or dumping of any highly flammable material in the waste container(s), which may cause a fire in the dumpster, is strictly prohibited.

Grease, paint, acids, and other hazardous or toxic materials may not be disposed of in the dumpster.

If the resident fails to properly dispose of any item, the cost for the removal will be charged to the resident. This includes hazardous waste, medical waste, paint, chemicals, old furniture, mattresses, box springs or other personal property.

- **SOLICITATION / SALES**

For reasons of both security and respect for privacy, solicitations and sales are prohibited. Residents, guests, and vendors are prohibited from distributing advertisements, solicitations, Invitations or other like materials on or under residents' doors. Some exceptions may apply if authorized by property management. Garage and yard sales are prohibited unless approved by the property staff.

- **HOME-BASED BUSINESSES**

No business or business activity shall be carried out in the unit at any time.

A home-based business is defined as an income earning activity that is engaged in as more than a hobby and where no offsite space is leased, rented, or used as the primary location for the conduct of the business. Home-based businesses must comply with local licensing and zoning laws or ordinances governing such businesses located in a residence.

Daycare, either for children or adults is not permitted. Daycare requires special licensing, and monitoring would create an undue burden on the owner, management, and property staff. Occasional "sitting" is allowed, but it must conform to the guest/visitor policies.

- **HALLWAYS/STAIRS**

Residents will be required to keep hallways and stairwells clean and free of mops, grocery baskets, furniture, etc. No articles that would in any way constitute a fire or safety hazard may be stored in these areas.

No sidewalks, parking areas, driveways or any other public entrance shall be obstructed or used for children's play or loitering by residents, family members, guest, visitors, or other persons connected with the occupancy of the leased premises.

- **COMMON AREAS**

All common areas, such as the laundry centers, entryways, sidewalks, parking lots, etc. are subject to all rules, policies, and regulations that the management may deem necessary from time to time for the betterment and safety of all persons living in the community. All such rules, policies, and regulations are to be complied with in their entirety.

- Proper attire is required.
- No alcohol or open containers permitted.
- Smoking is allowed only in the vicinity of you unit designated areas, whether inside or out, and in accordance with all local, state or federal restrictions.
- Management desires to maintain the lawns in an attractive condition; therefore, the use of the lawns for play or as footpaths is strictly prohibited.
- Planting by any resident must have written authorization from Management.
- Bicycles and/or skateboards may be ridden on the perimeters of the property only.

- **LAUNDRY FACILITIES**

The laundry center(s) is provided for your convenience. Please help us keep the laundry facilities clean by wiping up spills, disposing of all trash and wiping out machines after use.

The laundry equipment, water basins, and other plumbing fixtures shall be used only for the purposes for which they are designed. Rubbish, rags or other improper articles are not to be placed in this equipment. No clothes are to be dyed in the machines.

Any damage resulting from misuse of the equipment may be charged to and paid by the resident responsible for the damage. Residents are responsible for cleaning out the lint trap in the dryer before and after use of the dryer. Do not allow children to play in or around the area unless supervised by an adult.

If a machine is not working properly, please notify the office and indicate the identifying number on the broken machine.

The community is not responsible for lost, stolen, or damaged items. Clothing that is abandoned, or left in the laundry, will be disposed of accordingly. The community will not refund money lost in the laundry or other vending machines.

Please keep the laundry room door shut in the winter months. Residents may not use portable washers and/or dryers, nor hook up permanent washers and/or dryers, in areas other than those provided without prior written consent of the management.

- **AUTOMATIC ACCESS GATES**

Certain areas of The Property have automatic opening and closing gates. These gates are for vehicular traffic only. No foot traffic is allowed through these gates. In addition, Residents and Covered Persons are not to be on, hang, or play near these gates.

The automatic gate openers are issued to Residents having vehicles with current registration, proof of insurance and valid driver's licenses. If a gate opener is lost or damaged, the cost of replacement is \$25.

Resident may request additional gate openers for live-in aide or care provider, as long as the provider parks in the designated space for the Designated Unit. A security deposit may be required for additional gate openers.

Resident's vehicles should proceed through these gates when granted access only after utilizing a gate opener, however, residents or guests should never follow another car through the gates without stopping and accessing entry. The gates are designed to allow access for only one vehicle at a time.

- **PEDESTRIAN/WALK THROUGH GATES**

Gate key cards/keys/fobs providing entrance to the property through pedestrian gates are for use by Residents only. Key cards/key/fobs may not be loaned or given to anyone who is not a Resident or member of the Resident household. Residents must not allow entrance to

unauthorized or unknown persons. Pedestrian doors may not be propped open at any time. Damages due to misuse of these doors will result in charges to the Resident responsible for its misuse.

- **VEHICLES, PARKING AND TOWING**

The community provides limited off-street parking for resident-owned and staff vehicles. All resident parking is unassigned and available on a first come first park basis. Residents and guests must abide by appropriate state laws and city ordinances as well as the owner's Parking and Towing Policy provided at move-in.

Parking Violations: The following are considered parking violations for which vehicles may be towed:

- Vehicle is illegally parked;
- Vehicle is obstructing access to a garbage dumpster;
- Vehicle is obstructing a pedestrian or vehicle gate;
- Vehicle is leaking fluid that presents a hazard or threat to persons or property;
- Vehicle is a semitrailer, truck-tractor, or a trailer of any size or type parked without the express written permission of management;
- Vehicle is blocking another vehicle from exiting its parking space;
- Vehicle is parked in a space designated for permit parking and fails to display a valid parking permit (sticker) or visitor tag issued by management;
- Vehicle has no license plate or registration sticker;
- Vehicle is parked on the grass, landscape, sidewalk, yard, patio, or common area of the community;
- Vehicle is taking up more than one parking space;
- Vehicle is inoperable;
- Vehicle is being used for storage and considered unsightly;
- Vehicle appears to be abandoned

The parking and towing regulations are contained in the lease, which is provided to residents at move in and available from the management office. It indicates when a vehicle may be towed and what notice will be provided.

VII. PETS AND ASSISTANCE ANIMALS

All animals must be registered and approved before they are allowed to live in the unit. This rule applies to pets and assistance animals. The owner has established Pet Rules to ensure the community is maintained in a decent, safe, and sanitary manner and that all residents are allowed to live in peace and quiet comfort. These Pet Rules are part of the lease and are provided to residents at the time of move-in.

Pets are limited to common household pets, which are defined by HUD as: a domesticated animal such as a dog, cat, small bird, fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. The following pet standards apply:

- Each resident household is allowed one (1) common household pet with an adult weight of no more than 30lbs.
- The Pet Rules require resident pet owners to pay a refundable pet deposit. The owner will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet on the property. A \$50.00 initial pet deposit is required at the time the pet is brought on to the premises
- The pet deposit will be \$200.00 The pet rules must provide for gradual accumulation of the remaining required deposit, not to exceed \$10.00 per month until the deposit is reached. A Tenant must be allowed to pay the entire amount or increments that are greater than \$10.00 if he or she chooses to do so.

Service and assistance animals are not considered pets. If a resident wishes to request a service or assistance animal, review and follow the process to request a reasonable accommodation and to request an animal.

All animals, including service or assistance animals, must be approved, and registered before the animal is allowed to live in the unit.

VIII. LEASE/PROGRAM OBLIGATIONS AND ENFORCEMENT

- **ANNUAL RECERTIFICATIONS**
 - Section 8 Project Based Vouchers - Section 8 Vouchers must be re-certified annually with Memphis Housing Authority so that each resident may continue to qualify for a federal subsidy.
 - Tax Credit - Continuing Compliance with Section 42 tax credit regulations requires that you complete an annual recertification with the site staff.
 - PBRA Recertifications –
 - Annual Recertifications - Owners must conduct a recertification of family income and composition at least annually from the tenant's anniversary date.
 - Interim Recertifications – To ensure that assisted tenants pay rents commensurate with their ability to pay, tenants must supply information when: A family member moves out of the unit; The family proposes to move a new member into the unit; An adult member of the family who was reported as unemployed on the most recent certification obtains employment; or the family's income cumulatively increases by \$200 or more per month. Tenants may request an interim recertification due to any changes occurring since the last recertification that may affect the TTP or tenant rent and assistance payment for the tenant.

Annual Recertification Non-Compliance with either program will result in termination from both programs and the termination of your lease.

- **VISITORS / GUESTS**

Visitors/guests are welcome as long as they:

- Abide by property lease and property rules
- Abide by federal, state and local laws
- Do not pose a threat to any resident or property staff
- Do not disturb the peace and quiet comfort of other residents

Visitors/guests are defined as any person not listed on the lease as a household member regardless of age or relationship.

Visitors/guests may stay with the resident on an occasional basis not to exceed one day with an authorized visitor/guest registry. If a visitor/guest is approved they are prohibited to stay no more than thirty (14) cumulative days/nights in any twelve (12) month period. If there are valid reasons for a visitor / guest to stay longer than the listed time frames, residents must request and receive advanced approval for these visitors/guests. Approval will be made at the discretion of the manager. Examples include, but are not limited to:

- Non-Custodial parent resident receiving an extended visit from their child
- Resident in need of short-term care (i.e., post-surgery)

Residents in need of long-term live-in care may request to add a live-in aide to their lease. Violation of the visitor/guest policy is grounds for termination of the lease and eviction.

If a resident is disabled and requires a reasonable accommodation to allow a visitor/guest to stay more than thirty (14) cumulative days/nights during a twelve (12) month period, the accommodation must be requested and approved before the visitor/guest is allowed to remain longer than the above-mentioned time frame. The number of overnight visitor/guests is limited to the local occupancy standards for the unit size plus one.

Service providers, such as a caregiver, are not defined as visitors or guests, but must be registered with management if they will be present on the property for more than thirty (14) cumulative days/nights in any twelve (12) month period.

If management suspects that a visitor or guest is living in the unit, verification of that visitor's or guest's permanent residence will be requested. In addition, the resident must sign a notarized statement confirming that the visitor/guest does not violate the visitor/guest policy as indicated above and does not reside in the unit. Please note, any resident who knowingly allows an ineligible person to live in the unit is violating the lease.

Residents are not permitted to allow any unauthorized occupants other than in accordance with the visitor/guest policy. Residents are also not permitted to allow any person not listed on the lease to use the residents address such person's address for any purpose.

- **ADDING OR REMOVING HOUSEHOLD MEMBERS**

The owner will make every effort to ensure that the correct assistance amount is provided to those who seek housing assistance.

One of the key requirements, at application and during residency, is to disclose who will be living in the unit at any given time. It is important to understand the difference between a resident and a guest.

Residents living in PBV units are strictly prohibited from allowing anyone to move into the unit without the express written permission from management and the Housing Authority issuing the voucher.

The owner must apply screening criteria, as described in the resident selection plan, to persons proposed to be added to the household, including live-in aides. In addition, certain eligibility requirements must be reviewed by the Housing Authority before anyone is allowed to move into a unit included in a housing assistance contract. Allowing a person to move in before receiving this approval is a violation of the lease and grounds for termination of the lease and eviction.

- **LIVE-IN AIDES**

A live-in aide must meet HUD's definition of a live-in aide:

- Is essential to the care and well-being of the resident
- Is not dependent on the resident for support
- Is only living in the unit to provide essential support
- Cannot remain in the unit upon tenant's passing or move out

If a resident or applicant requests a live-in aide, the Housing Authority is required to verify the need for a live-in aide using third-party verification.

The live-in aide must be approved and must sign the House Rules before move-in. The Housing Authority must issue a revised Form HUD-50058 before the live-in aide is allowed to move-in.

If a live-in aide moves in prior to screening and prior to signing required forms, the Housing Authority or management will issue a notice of lease violation and may pursue other action including, but not limited to eviction of the live-in aide, termination of assistance and/or termination of tenancy and eviction of the resident.

- **INVOLUNTARY REMOVAL OF A HOUSEHOLD MEMBER**

If a household member is required to vacate the unit, based on the lease, House Rules, Pet/ Assistance Animal Rules or for another reason, the resident must provide verification to management within ten (10) business days that the removed household member has alternative housing.

Failure to provide adequate documentation to verify removal of a household member may result in termination of housing assistance and/or termination of tenancy. HUD rules regarding

special protections, such as those protections provided under the Violence Against Women Act, apply.

- **ELIGIBILITY AND MISREPRESENTATION**

Eligibility determination and redetermination for assistance through the project-based Section 8 voucher program will be conducted by the Housing Authority of the Memphis Housing Authority. All residents agree that they are required to meet HUD eligibility criteria before being approved to move-in and during occupancy. If the Memphis Housing Authority or management discovers that any resident provided false information in order to initially, qualify for housing assistance or in order to continue to qualify for HUD housing assistance, corrective action will be taken as follows:

- Eligibility will be reviewed based on the time false information was provided and the assistance will be adjusted or terminated accordingly
- Assistance paid in error must be reimbursed to HUD starting no more than ten (10) business days after discovery and investigation is complete
- If false information was provided at move-in, the security deposit, required at move-in, will be adjusted and the resident agrees to pay the new adjusted amount within thirty (30) days or risk termination of tenancy
- If false information were provided at move-in, and the household would not have been eligible, any housing assistance and/or tenancy will be terminated. If any resident provided false information that affects eligibility for or the amount of housing assistance, the owner reserves the right to refuse to renew the lease; in which case, the resident agrees to vacate the apartment with thirty (30) days of receiving a termination notice. Resident shall comply with the procedures in the housing authority's section 8 administrative plan.

- **CRIMINAL ACTIVITY – INCLUDING DRUG ACTIVITY**

Owners have the discretion to terminate tenancy for criminal activity engaged in by any resident, household member, or guest, and any such activity engaged in on the premises by any other person under the resident's control.

- **ZERO TOLERANCE POLICY**

The owner's mission is to provide safe, decent, and sanitary housing to its residents. In order to achieve its goal to provide safe housing, as well as protect the solvency of the owner by lessening the owner's liability, the owner has a Zero Tolerance Policy for criminal activity, drug-related criminal activity, acts of physical violence or threats of physical violence, or other acts or disturbances engaged in by residents, household members or guests who violate the Lease and House Rules. It shall be the policy of the owner to terminate this Lease for the above described behavior. Neither an arrest nor a conviction is required to terminate the Lease for the above described behavior. The owner may terminate tenancy and evict the resident for such criminal or other prohibited activity through judicial action if the owner determines that the resident has engaged in such activity, regardless of whether the resident has been arrested or convicted for such activity and without satisfying any criminal standard of proof.

- **PUBLIC CONSUMPTION OF ALCOHOL**

The owner maintains a strict prohibition against consumption of alcohol in all common or public areas. This includes but is not limited to, offices, designated smoking areas, laundry rooms, common stairwells, community rooms and parking lots.

Residents, guest, and service providers are expected to behave responsibly with respect to the use of alcoholic beverages. Residents who engage in disruptive behavior as a result of their use of alcohol, or who fail to prevent such behavior by their guests or service providers, will be considered to be in violation of the lease.

- **SEX OFFENDERS**

HUD prohibits providing housing assistance to anyone who is subject to a state lifetime sex offender registry. The owner has opted to make that rule more restrictive by prohibiting any state or federal sex offender registrant from living on the property.

If the owner has good cause (for example, notification from a state or federal sex offender registry or law enforcement agency), the owner can conduct additional sex offender screening of all household members.

- If it is discovered that any household member is subject to registration on any state or federal sex offender registry, management will immediately notify the household that they have the option to remove the sex offender or management will pursue termination of assistance and termination of tenancy.
- If the household notifies management that the sex offender is permanently moving out of the unit, the household members must provide proof to management that the offender has alternative permanent residence within five (5) business days. Self-certification is not acceptable verification in this case.
- If it is discovered that the household is allowing a registered sex offender to live in the unit as an unauthorized occupant or to use the unit address as his/her mailing address, management will immediately notify the household that this is a violation of the lease. Failure to resolve the issue will result in management pursuing termination of assistance and termination of tenancy. The household must provide verification that the registered sex offender is no longer living there and no longer using the address as his / her mailing address.

- **EXTENDED ABSENCES FROM THE UNIT**

Residents must notify the management in advance if all adult household members intend to be absent from the unit for more than fifteen (15) consecutive days.

Under no circumstances may the entire household be absent from their unit (other than for medical reasons) for more than sixty (60) cumulative days, not necessarily consecutively, in any six (6) month period.

In cases of illness or confinement in a hospital or nursing care facility, for a resident who is the sole member of a household, a resident may be absent from her/his apartment for up

to one-hundred eighty (180) days when a licensed medical professional, familiar with the resident's condition, verifies that a return to the unit will occur within the one-hundred eighty (180) days.

The unit may not be occupied by a person who is not listed on the lease while the resident is absent unless management has given permission in writing. Such permission may be given under limited conditions.

- **ABANDONMENT AND ABANDONED PROPERTY:**

The owner may take possession of the unit after the resident has moved out, whether by eviction through judicial process or by abandonment or voluntary surrender of the unit by resident. If there are reasonable grounds to question whether or not resident has moved out, management may secure the unit against vandalism, and a notice of planned entry will be delivered or posted to the unit.

Management may reasonably conclude that the resident has abandoned the unit when the following steps have been taken:

- Management has inspected the unit and it appears that all household members have vacated the unit.
- Management has inspected the unit and discovered that furniture, food, clothing, and other household belongings have been substantially removed.
- Management has reviewed additional evidence regarding the resident's intent to not return to the unit, such evidence may include, but is not limited to:
- Resident has been in default for non-payment of rent for at least thirty (30) consecutive days; or
- Electrical or other utilities to the unit have been terminated or transferred; and
- There is no response by the resident forty-eight (48) hours after management has posted a notice of abandonment to the outside of the unit entry door stating that management considers the apartment abandoned.

The owner or management shall not be liable or responsible for damage to or loss of a resident's personal property upon surrender or abandonment of the apartment.

The owner is authorized to remove and store any property belonging to a deceased resident, who is the sole occupant of the apartment, which property remains in the unit for fourteen (14) or more days after the resident's death. The owner shall return the property to the person who was designated by the Resident or to any other person lawfully entitled to the property if the request is made in writing to the owner prior to the property being discarded. The costs of removal, transport, and storage will be deducted from the security deposit. The owner may dispose of the abandoned property as it sees fit only after the representative has been notified by certified mail, the representative failed to remove the property by the 30th day after the postmark date of the notice, and the owner has not been contacted by anyone claiming the property prior to the date of discarding the property.

- **TERMINATION OF LEASE BY THE RESIDENT**

Residents may terminate tenancy by delivering a thirty (30) day written notice to management before moving from the unit. The resident is expected to comply with the terms and conditions of the lease regarding the vacation of and surrender of the unit.

- **REQUIREMENT TO VACATE AN ACCESSIBLE UNIT**

When a resident household is living in an accessible unit and no family member in the household has need for the accessible unit, management will offer the family a transfer to a non-accessible unit. This will allow the unit to be offered to an applicant household in need of an accessible unit. If the household refuses to move to the non-accessible unit, management will terminate assistance and the household will be required to pay the contract rent, as defined by HUD.

- **LEASE VIOLATIONS/TERMINATION OF TENANCY**

In accordance with HUD regulations, management is required to monitor residents' compliance with the lease terms. Certain lease violations will result in termination of HUD housing assistance in accordance with rules set forth in the lease, the PBV RAD Lease Addendum, these House Rules and all attachments and addendums, policies, rules, and regulations.

- **SECTION 8 VOUCHER TERMINATION**

In the Project Based Section 8 Voucher Program, an Owner may only terminate the tenancy because of:

1. Serious or repeated violation of the lease;
2. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
3. Criminal activity or alcohol abuse (as provided in paragraph c);
4. Failure of a family in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause; or
5. Other good cause

- **SERIOUS VIOLATIONS OF THE LEASE**

A material lease violation will result in termination of tenancy and eviction, in accordance with HUD Requirements, including any requirements applicable to the RAD, PBV, and/or PBRA programs. Material lease violations include, but are not limited to:

1. Criminal activity engaged on or near the property by the resident or any resident guest or service provider, which threatens the health, safety and right to peaceful enjoyment of the premises by residents, staff or neighbors living in the immediate vicinity of the premises.
2. Failure to provide a social security number and adequate documentation to verify the social security number for any non-exempt household member
3. Misrepresenting eligibility status in regard to income, age, criminal history, landlord history, etc.
4. Failure to pay rent as required by the lease

5. Failure to return assistance-paid-in-error as agreed in a repayment agreement (Three (3) late payments in any twelve-month period or anyone (1) missed payment) Note: Eviction for this purpose does not indicate forgiveness of the requirement to return assistance-paid-in-error to HUD.
6. Discovery that a resident failed to fully and accurately disclose income information or information about changes in household composition that results in assistance-paid-in-error (second such violation)
7. Failure to enter into a repayment agreement or refusal to return assistance paid in error.
8. Any resident's or household member's (including live-in aides) inclusion on any state or federal sex offender registry
9. Verification that a member of a household commits fraud in relation to hud housing provided on this property
10. Committing an act, covered under the violence against women act (in such cases, the owner may choose to seek bifurcation of the lease to protect the victim)
11. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises.

- **OTHER LEASE VIOLATIONS – REPEATED VIOLATIONS RESULT IN TERMINATION OF THE LEASE**

Other lease violations are less severe and the owner and/or management has adopted the following policy. When a minor lease violation is discovered, the owner and/or management will issue a written notice explaining the violation. This notice will be provided in an equally effective format as a reasonable accommodation if there is the presence of a disability. Minor lease violations include, but are not limited to:

1. Allowing unauthorized occupants
2. Violations of the visitor / guest policy
3. Unauthorized animals in a unit
4. Failed housekeeping inspection
5. Late payments in regard to a repayment agreement
6. Failure to comply with pet/assistance animal policies (if applicable)
7. Parking in accessible or reserved parking spaces when inappropriate
8. Noise violations
9. Disrupting the livability of the property
10. Adversely affecting the health or safety of any person
11. Adversely affecting the right of other tenants to peaceful enjoyment of the property
12. Interfering with the management of the property
13. Having and adverse financial effect on the property
14. Failing to pay utilities
15. Damaging, destroying or defacing the unit or property
16. Failing to pay the cost of all repairs caused by the carelessness or neglect on the part of the resident.

17. Other violations as noted in the lease, any lease addendum or the property house rules, pet rules or assistance animal rules

However, if a resident (or household) commits any three (3) minor lease violations within a twelve (12) month period, they will be placed on probation for twelve (12) months following the third violation. During the probationary period, if the resident (or household) commits one

(1) lease violation, management will pursue termination of tenancy in accordance with the lease, the PBV RAD Lease Addendum, these House Rules and all attachments, addendums, and policies.

- **CRIMINAL ACTIVITY OR ALCOHOL ABUSE - SERIOUS VIOLATIONS OF LEASE**

These lease violations are material lease violations and result in termination of tenancy (eviction) in accordance with HUD requirements, applicable to the RAD, PBA, and/or PBRA programs:

Any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- a. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- b. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises.
- c. Any violent criminal activity on or near the premises; or
- d. Any drug-related criminal activity on or near the premises.

Any member of the household is:

- e. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of Tennessee, is a high misdemeanor; or
- f. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of Tennessee, is a high misdemeanor; or Violating a condition of probation or parole under Federal or State law.
- g. The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

In making such determinations, the owner may consider mitigating circumstances. Other Good Cause for Termination of Tenancy These lease violations constitute other good cause and will result in termination of tenancy (eviction):

- h. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- i. During the initial lease term or during any extension term, other good cause includes:
 - Disturbance of neighbors,
 - Destruction of property, or
 - Living or housekeeping habits that cause damage to the unit or premises.

- **NOTICE REQUIREMENTS**

Resident Responsibility: Notices to owner required or authorized by this Lease must be in writing and delivered to the community's management office or sent by first-class mail to owner's current address.

Owner's Responsibilities: Unless otherwise indicated, any notice to resident required or authorized by the lease or House Rules will be sufficient if it is in writing and is hand-delivered to resident personally or to an adult Household Member or if sent by first-class mail to Resident at the Dwelling Unit. Additionally, Lease Termination Notices and Demand to Vacate Notices may be delivered by affixing the notice to the inside of the main entry door or as otherwise allowed by Tennessee Property Code.

Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given to the resident.

If Resident is visually impaired, all notices must be in an accessible format.

IX. MOVE-OUT PROCEDURES

- **CHECKING OUT WHEN VACATING THE APARTMENT**

Rent is due in full for the month, even if notice to vacate has been given. You must give at least a thirty (30) day notice, in writing, of your intent to move out. Failure to give proper notice could result in additional charges to the resident. The resident is responsible for rent, damages and other charges incurred until such time as they inform the Property Manager of their move, have vacated the unit and have turned the keys in to the Property Manager.

- The resident must clean apartment thoroughly and move all possessions out of the apartment prior to turning in keys.
- The resident must turn in apartment keys immediately after having vacated the apartment. Resident will be charged rent until all of the keys are received. Failure to return keys after vacating the unit will result in posting the vacated unit for

abandonment.

- At move-out the cost of cleaning (if necessary) and any repairs for damage to

the unit or equipment (beyond normal wear and tear), or for missing items or unpaid rent is calculated. If applicable, the resident will be refunded any amount due from the security deposit within thirty (30) days.

If resident is not able to pay full amount of move-out charges assessed, a repayment agreement may be arranged. Failure to pay charges or enter into a repayment agreement will result in outstanding charges being reported to a collection agency.

It is in your best interest, as the resident, to leave the apartment in a favorable condition at move out. This ensures that your deposit will be refunded and that you will receive a favorable reference on any future applications for an apartment. We want to be able to recommend you as a good prospective resident to other communities.

- **COLLECTION AFTER MOVE OUT**

The resident understands that all outstanding balances must be paid within thirty (30) days of receiving the final bill. If the resident fails to pay the final bill, the owner may report such information to credit reporting agencies. In addition, a collection agency or attorney may be used to collect the balance due.

If any resident applies for housing at another property, the resident understands that the owner will disclose payment and lease performance information if the resident has signed an appropriate release.

X. NOTIFICATION REQUIREMENTS

Grievance Procedure for Tenants:

- “Grievance” is defined as any dispute a Tenant may have with respect to a Management action or failure to act in accordance with the individual Tenant’s lease or MHA regulations that adversely affects the individual Tenant’s rights, duties, welfare, or status.
- Royal American Management, MHA, and the Property Owner have established a Grievance Policy that includes, but is not limited to, applicability rules, an explanation of the grievance process, identification of applicable timelines, and procedures governing the hearing.
- The Grievance Policy is provided to Tenants at the time the lease is signed and is also available in the property management offices.

A. General Policy: Lease Termination

Either the owner or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms.

B. Resident-initiated Lease Terminations

Resident may terminate tenancy by providing 30 days’ written notice to the property manager in accordance with the lease.

C. Initiated Lease Terminations

Management and or its designated representative will terminate the lease only for a substantial lease violations; or Repeated violations of the lease that disrupt the livability of the project, adversely affect the health safety or right or peaceful enjoyment of the premises of any tenant, interfere with the management of the project, or have an adverse financial effect upon the project, or

D. Failure to carry out obligations under the State of Tennessee Landlord/Tenant Act or

E. Other good causes (only at the expiration of the lease term).

The Owner, MHA, Management or its designated representative will give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident.

Management is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence, sexual assault, or stalking and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 5382) or provide other documentation of their status.

• **NOTIFICATION REQUIREMENTS**

The Managements/Authority's written Notice of Lease Termination will state

- The date the lease will be terminated
- The grounds for termination with enough detail for the tenant to prepare a defense. If the grounds are non-payment of rent, the notice must state the amount of balance due and the date of that computation.
- That if the tenant remains in the unit beyond the date specified for termination that The Owner, MHA, Management may enforce the termination only by bringing judicial action, at which time the tenant may present a defense.
- That the tenant has 10 days within which to discuss the proposed termination of tenancy with the manager. The 10 days will start earlier of the date the notice was hand delivered or the day after the date the notice was mailed. Failure of the tenant to object to the termination notice does not constitute a waiver of the tenant's right to contest Management's/Authority's actions in any court proceeding. Termination notices for "other good cause" must provide that the proposed termination will be effective at the later of the end of the lease term or 30 days from the date of the notice.
- The Notice to Vacate may run concurrent with any notice required by State law.
- Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old or may be mailed by certified or first-class mail.

- **PHASE IN OF RESIDENT RENT INCREASES**

If a resident's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 years. If a family was paying a flat rent prior to conversion, the owner will use the flat rent amount to calculate the phase-in amount for year one.

- **EARNED INCOME DISREGARD (EID)**

Residents who were employed and receiving the EID exclusion at the time of conversion to Project Based Voucher assistance will continue to receive the EID exclusion after conversion, in accordance with regulations at 24 CFR § 5.617. After conversion, no other residents will be eligible to receive the EID. If a resident receiving the EID exclusion undergoes a break in employment, ceases to use the EID exclusion, or the EID exclusion expires in accordance with 24 CFR § 5.617,

The resident will no longer receive the EID exclusion and the owner will no longer be subject to the provisions of 24 CFR § 5.617. Furthermore, residents whose EID ceases or expires after conversion shall not be subject to the rent phase-in provision, as described in Section 1.7.B.3; instead, the rent will automatically be adjusted to the appropriate rent level based upon resident income at that time.

- **FAMILY SELF-SUFFICIENCY (FSS)**

Public Housing residents that were FSS participants at the time of conversion will continue to be eligible for FSS. The owner will administer the FSS program in accordance with the requirements of 24 CFR 984, the participants' contracts of participation, and future guidance published by HUD. The owner will continue to provide service coordinators and payments to escrow until the end of the Contract of Participation for each resident.

- **PETS**

Pets that are registered with the Memphis Housing Authority prior to conversion have the "right to stay" with the household after conversion.

Families that had one (1) household pets, as allowed in the Public Housing program, will be allowed to keep that same pet. No additional pet deposit will be charged for such pets. However, if the family replaces a pet in the future, the new pet deposit rules will apply.

All other rules, as outlined in the Pet Rules, will apply from the beginning of the new lease. New residents admitted after conversion must comply with the rules for pets in the new lease.

XI. OTHER RESIDENT PROTECTIONS

- **POSTING AND NOTICE SCHEDULE**

Schedules of utility allowance, and current rules and regulations shall be publicly posted in a conspicuous manner in the management office and shall be furnished to applicants and Resident on request. These schedules, rules, and regulations may be modified from time to time by the owner, provided that the owner shall give at least a thirty- day written notice to each affected resident. The notice must set forth the proposed modification, the reasons therefore, and provide Residents an opportunity to present written comments which shall be taken into consideration by the owner prior to the proposed modification becoming effective.

A copy of such notice shall be: (i) delivered or mailed to each Resident; or (ii) posted in at least three (3) conspicuous places at each Development with Dwelling Units that are affected by the proposed modification and in a conspicuous place at the Development's management office, if any, or if none, a similar central business location within the Development.

- **FAIR HOUSING**

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status. In addition, HUD provides protections based on sexual orientation and gender identity.

- **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The owner/agent complies with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

- **SECTION 504 OF THE REHABILITATION ACT OF 1973**

The owner/agent complies with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination, based on the presence of a disability, in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions included in the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the owner/agent to make their programs, as a whole, accessible to persons with disabilities.

- **REQUESTS FOR REASONABLE ACCOMMODATION OR MODIFICATIONS**

The property management agent or property staff will consider a reasonable accommodation if a member of the household is disabled and the requested accommodation is necessary for the person with a disability to use and enjoy the premises. To request a reasonable accommodation, contact the property management office.

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the managing agent will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. Please contact the property management staff if you would like to make a request for a reasonable accommodation or modification.

- **THE VIOLENCE AGAINST WOMEN ACT**

The owner/agent understands that, regardless of whether state or local laws protect victims of domestic violence, rape, dating violence, sexual assault or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act. It is important to note that this Act applies to all resident victims of domestic violence, regardless of gender or gender identity. If any resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner immediately. The owner is committed to ensuring that the Privacy Act is enforced in this and all other situations.

The owner/agent will not assume that any act is a result of abuse covered under the Violence Against Women Act. In order to receive the protections outlined in the VAWA, the applicant/

resident must specify that he/she wish to exercise these protections.

- **Certification and Confidentiality**

When the owner/agent responds to a claim of protected status under the VAWA, the owner/agent will request, in writing if appropriate, that an individual document the occurrence of the domestic violence, dating violence, sexual assault or stalking. The individual claiming rights under the VAWA has the option to complete, sign, and submit any appropriate HUD-approved certification form, or chose a different method of documentation of the abuse to verify his/her status as a victim of domestic violence. The resident will have fourteen (14) calendar days to submit the form or provide another form of documentation.

The managing agent will carefully evaluate abuse claims to avoid taking any action based on false or unsubstantiated accusations.

The identity of the victim and all information provided to owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- Requested or consented to by the victim in writing;
- Required for use in an eviction proceeding or termination of assistance; or
- Otherwise required by applicable law.

The managing agent will retain all documentation relating to an individual's domestic violence, rape, dating violence, sexual assault or stalking in a separate file that is kept in a separate secure location from other applicant/resident files.

- **LEASE ADDENDUM**

The owner/agent will attach to the lease any appropriate HUD-approved Lease Addendum authorized for use under this HUD program, which includes the VAWA provisions.

- **LIMITED ENGLISH PROFICIENCY**

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the owner/agent to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities. The owner/agent will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property.

The owner will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD's housing assistance program.

- **THE EQUAL ACCESS RULE**

The owner complies with The Final Rule - Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity. This rule ensures that HUD's core housing programs

are open to all eligible persons regardless of sexual orientation, gender identity or marital status.

The following section is intended to implement the requirements for the Rental Assistance Demonstration (“RAD”) program, including, but not limited to, Notice H-2019-09 PIH-2019-23 (HA) Rev. 4 (the “RAD Notice”), as may be further amended, and any statutes, regulations, guides, notices, or other HUD guidance issued on the RAD program. Per the RAD Notice, the below language must be incorporated as part of the House Rules. Notwithstanding anything to the contrary herein, in the event of a conflict between the following RAD-required provisions and the House Rules, these RAD-required provisions shall govern. The RAD project-based rental assistance (“PBRA”) units shall be subject to the “RAD Requirements Applicable to the PBRA Units” as detailed below. To facilitate the uniform treatment of residents and units at a Project, any non-RAD project-based voucher (“PBV”) units located in the Project shall be subject to the “RAD Requirements Applicable to the PBV Units” as detailed below. If you have any questions regarding which set of requirements apply to your unit, please contact Royal American Management

- **RAD Requirements Applicable to the PBRA Units**

- **Termination Notification for PBRA Units**

HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 CFR § 880.607 and the Multifamily HUD Model Lease.

A. Termination of Tenancy and Assistance. The termination procedure for RAD conversions to PBRA will additionally require that the Owner provide adequate written notice of termination of the lease which shall not be less than less than:

1. A reasonable period of time, but not to exceed 30 days:
 - a. If the health or safety of other tenants, Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - b. In the event of any drug-related or violent criminal activity or any felony conviction; or
2. Not less than 14 days in the case of nonpayment of rent; and
3. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

B. Termination of Assistance. In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.

- **Grievance Process for PBRA Units**

In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD is incorporating resident procedural rights to comply with the requirements of section 6 of the Act. RAD will require that:

- I. Residents be provided with notice of the specific grounds of the Owner's proposed adverse action, as well as their right to an informal hearing with the Owner;
- II. Residents will have an opportunity for an informal hearing with an impartial member of the Owner's within a reasonable period of time;
- III. Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the Owner as the basis for the adverse action. With reasonable notice to the Owner, prior to hearing and at the residents' own cost, resident may copy any documents or records related to the proposed adverse action; and
- IV. Owners provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the Owner relied on as the basis for the adverse action.

The Owner will be bound by decisions from these hearings, except if the:

- I. Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing.
- II. Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

If the Owner determines that it is not bound by a hearing decision, the Housing Authority must promptly notify the resident of this determination, and of the reasons for the determination.

- **Family Right to Move.**

Each family has the option to obtain tenant-based rental assistance (commonly known as a Housing Choice Voucher) from the Housing Authority, subject to certain program limitations, at any time after the second year of occupancy. Before providing notice to terminate the lease, the family must first contact the Housing Authority to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available, the Housing Authority shall give the family priority to receive the next available opportunity for tenant-based rental assistance. After the Housing Authority offers the family the opportunity for tenant-based rental assistance in accordance with HUD requirements and after the family has secured

a lease with such tenant-based rental assistance, the family must give the owner advance written notice of intent to vacate (with a copy to the Housing Authority) in accordance with the lease.

- **RAD Requirements Applicable to the PBV Units**

- **Termination Notification for PBV Units**

HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD and to non-RAD PBV units located at the Covered Project. In addition to the regulations at 24 CFR § 983.257, related to Owner termination of tenancy and eviction (which MTW agencies may not alter), the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall be:

4. A reasonable period of time, but not to exceed 30 days:
 - c) If the health or safety of other tenants, Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - d) In the event of any drug-related or violent criminal activity or any felony conviction; or
5. Not less than 14 days in the case of nonpayment of rent; and
6. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

- **Grievance Process for PBV Units**

Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act.

For the termination of assistance and several other Housing Authority determinations, PBV program rules require the Housing Authority to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- I. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),¹ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to the Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

- For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - For any additional hearings required under RAD, the Owner will perform the hearing.
- II. This is no right to an informal hearing for class grievances or to disputes between residents not involving the Owner or contract administrator.
- III. The Owner give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- IV. The Owner provides opportunity for an informal hearing before an eviction.

V. RESIDENT CERTIFICATIONS

I have read and received a copy of the House Rules. I understand that these rules are an extension of my lease and that any violation of these rules may be grounds for lease termination.

Resident Name (please print)

Resident Signature

Date

Resident Name (please print)

Resident Signature

Date

Resident Name (please print)

Resident Signature

Date

Resident Name (please print)

Resident Signature

Date

Management Representative

Date

Apartment Community Name